

Generally, applicant's claims are directed toward systems and methods of both generating a contract, and once generated (i.e., signed), administering the contract, for example, tracking obligations, using a single database. In both applicant's specification and claims, the word "contract" means a signed contract. When referring to an unsigned contract, the words "draft contract" are used.

Hoyt's disclosure is limited to a negotiator/generation system and method. There is nothing within the four corners of Hoyt to suggest a database having anything to do with signed agreement management features such as agreement "obligation type, owner status or due date." (Note that "obligation" modifies the terms "status", "owner" and "due date".)

According to Whitesage, up to 12 databases must be used for any contract management aspect of the disclosed system. This is a significant departure from the single database required by applicant's claims. Moreover, Whitesage does not disclose any of the draft contract elements of applicant's claims.

Hoyt, Whitesage and applicants address completely different aspects and approaches to contract generation of and/or management. Whitesage's use of multiple databases actually teaches away from applicant's requirement of a single database.

The examiner bears the initial burden of providing a convincing reason as to why there is some suggestion in the prior art to do what has been claimed. And, the prior art reference (or references) must teach or suggest all the claimed limitations. [See MPEP 2143 citing *Ex parte Clapp*, 227 USPQ 972, 973 (Bd. Pat.App. & Inter. 1985)].

Regarding Hoyt, "col 1 ln 65 - col 2 ln 56, tables col 9" has been cited. A careful reading of this portion of Hoyt reveals that Hoyt is limited to a contract negotiation, approval and generation system. This system would not suggest to one of ordinary skill a method or system for managing a contract after execution. According to Hoyt, once "executable" or signed, the status of the contract (or more correctly the draft contract or proposed contract) is changed to "Signed-External," or "Issued," (Column 16, lines 10-31.) Once this change in status is made, the signed or final draft contract goes "external," and Hoyt's database is no longer used for that contract.

The examiner states, "Hoyt discloses a contract ...database comprising...fields comprising: ...and a field comprising obligation type, owner, status or due date...." Applicant can find no such disclosure in Hoyt. Perhaps the examiner can provide a specific citation.

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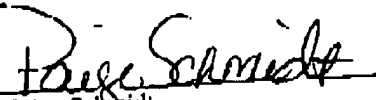
Regarding Whitesage, the examiner very vaguely cites "col0006-00014." Such a citation does not provide a convincing reason as to why there might be some suggestion in the prior art, and is certainly not a convenience to applicant. Applicant's respectfully submit that prima facie obviousness has not been established, and that Hoyt, and the combination of Hoyt and Whitesage, fail to suggest applicant's claimed invention.

Applicants respectfully submit that all pending claims are in condition for allowance. Applicants invite the examiner to telephone the undersigned attorney if there are any issues outstanding which have not been presented to the examiner's satisfaction.

Respectfully submitted,

Date

9/17/04

  
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